STATE OF WISCONSIN

WISCONSIN EMPLOYMENT RELATIONS COMMISSION

In the Matter of Arbitration	OPINION & AWARD
between	Interest Arbitration
The Alma Education Association	WERC Case V #28763 MED/ARB-1420
-and-	Before Arbitrator:
The Alma Area School District, Alma, Wisconsin	J. C. Fogelberg
	Decision No. 19446-A

Appearances -

For the Association:
James Bertram, Executive Director, C.R.U.E.
Douglas Riles, Chief Negotiator
Geanette Ruff

For the District:
Kenneth Cole, W.A.S.B.
Vernon Martzke, Superintendent
Earl Hetrick, Board President
Ray Secrist
Charles Michaels

Preliminary Statement -

The Alma Education Association (hereinafter referred to as the Association) has been the exclusive collective bargaining representative for certain employees of the Alma School District consisting of all certified teaching employees, guidance counselors, librarians, special teachers, and those who teach more than 50% of the time. The Association and the District have been parties to a collective bargaining agreement covering wages, hours and working conditions, which agreement expired on June 30, 1981.

Prior to the expiration of the Contract, the Parties exchanged their initial proposals relative to a new agreement on April 8, 1981. Thereafter the Parties met on 10 separate occasions in an effort to reach an accord on a new Working

Agreement, however were unable to come to terms. Accordingly, on October 26, 1981 the Association filed a Petition with the Wisconsin Employment Relations Commission alleging that an impasse existed between it and the School District of Alma, and further requesting that the Commission initiate the mediation-arbitration proceedings pursuant to Wisconsin Statute Section 111.70(4)(cm)6. On January 18, 1982 Robert McCormick, a member of the Commission's staff, conducted an investigation which reflected that the Parties were deadlocked in their negotiations. On February 8, 1982 the Parties submitted to Mr. McCormick their final offers on all issues outstanding, as well as a stipulation on those matters agreed upon. Thereafter the Investigator notified the Association and the District that his investigation was concluded and that he had advised the Commission that the Parties remained at impasse relative to the single issue of Salary Schedule. Subsequently, pursuant to the Investigator's recommendations, the Wisconsin Employment Relations Commission issued a Certification of Impasse on March 5, 1982 and at the same time ordered that the mediation-arbitration procedure be implemented. On March 17, 1982 the Parties then met for the purposes of selecting the undersigned to serve as the Mediator-Arbitrator, in compliance with the Commission's order. The Neutral was duly notified and on May 24, 1982 met with the Parties in an effort to resolve the impasse through the mediation procedures. When it became apparent that the matter was not going to be settled through the mediation process, the Neutral thereupon declared mediation to be of no further assistance and moved directly to an arbitration hearing on that same day. At the hearing, evidence was received and testimony taken relative to the outstanding

issues, at the conclusion of which the Parties indicated a preference for filing post-hearing briefs. Said briefs were received by the Neutral by June 20th at which time the hearing was deemed officially closed.

The Issue -

The sole issue remaining at impasse concerns the educational lane increments for the 1981-82 school year.

Position of the Parties -

The ASSOCIATION seeks an incremental adjustment for lanes BS through BS+3/4 of $300, and $350 for the remaining two lanes on the Schedule.

The DISTRICT, on the other hand, has offered lane increment improvements of $250 for the initial four columns on the Schedule and $300 for lanes MA and MA+10.

Analysis of the Evidence -

In arriving at the decision that has been made here, the Arbitrator has given careful consideration to each of the criteria enumerated in Section 111.70(4)(cm)7 of the Act as they relate to the documents, testimony and written arguments submitted by the Parties.

That the Association and the District were very close to reaching an agreement in total, is evident by the sole remaining issue at impasse. It is not uncommon in disputes such as these to find the Parties at odds regarding the single matter of wages. Wages, in the broad sense, normally include the base rate along with incremental experience steps, lane changes and longevity supplementation. In the instant dispute however, the Association and the District have come to an agreement regarding the appropriate BS base salary to be paid for the recently completed

school year, as well as all incremental steps on the initial lane. Additionally an accord has been reached relative to the appropriate amount of monies that will separate each step on every lane and on the Schedule as well as the matter of longevity pay. What remains at impasse therefore is the comparatively narrow issue of lane increments — what compensation a bargaining unit member is to receive as he or she advances laterally across the salary grid. Moreover within this relatively limited area it is discovered that the Association and the District are only $50 apart at each lane. This difference transfers to a total dollar amount of approximately $3400, less than 1% of the total amount allocated for salaries in the District.

While the Neutral has given due consideration to the statutory criteria enumerated in the Act, as previously mentioned, it is clear from the record that certain factors weigh more heavily in the analysis of this dispute than others. For example, at the hearing the Parties stipulated that the ability of the District to fund either proposal is not at issue. In addition there were no significant changes in any of the relevant circumstances during the pendency of the impasse proceedings that warrant specific attention.

Further, while the District presented certain documents relevant to the cost of living, the Neutral would not give them any significant weight in this matter. The appropriate measure of the Consumer Price Index is questionable at best given its current composition. Indeed the accuracy of the Index is at this time "under fire" from several sources, questioning (among others) the appropriate weight to be given subject area of housing. There are

indications that the Index will be revised to give a more accurate picture of the true cost of living in the near future and until the revision is finalized the weight accorded the current computation remains tenuous at best. It must also be noted that the Association submitted no evidence relative to this factor. Moreover the Arbitrator is inclined to agree with the statements of Mr. Kerkman in the matter of Port Washington 18726-A (February 16, 1982) as cited in the AEA's post-hearing brief:

> "...proper measure of protection against inflation should be determined by what other comparable employees and associations have settled who experience the same inflationary ravages..."

Not unlike many other impasse disputes in the State, the matter of comparisons was stressed by both sides. Both the Association and the District routinely cited the schools in Alma's athletic conference (Dairyland Conference) as being the most reasonable basis for comparison purposes. In addition both sides employed other Districts in the immediate geographic vicinity for gauging the appropriateness of their respective positions. Most of these supplemental districts do not coincide relative to the data submitted by each Party. While the Arbitrator has placed primary emphasis on the conference schools, the additional districts cited by the Employer are believed to more closely parallel Alma in terms of size of faculty and student enrollment. These extra-conference districts are identical to the ones cited by the arbitrator in an earlier impasse proceeding involving the same Parties. Though the Association has sought to dismiss the relevance of these schools now because the issues are different in the instant matter, the Arbitrator finds that the substance of the dispute does

not in any way change the make-up of these districts and their validity therefore remains unchanged.

Exhibits submitted by both sides demonstrate that for the 1980-81 school year Alma ranked tenth out of twelve schools in the Dairyland Conference as measured by full time equivalencies and that this ranking remained the same for the 1981-82 academic year. Additionally, the average daily membership in Alma found it ranking ninth among comparable conference schools for both the 1980-81 and 1981-82 school year. Though Alma is one of the smaller districts within the Conference as demonstrated by the foregoing, Association exhibits 11 through 25 demonstrate that the faculty has enjoyed a relatively high ranking when the "benchmark" comparisons are utilized. For example, during the 1980-81 school year this district ranked third among conference schools at the BA base, BA maximum, MA base, MA maximum and Schedule maximum. The evidence further showed that an award of either position will result in the retention of that favorable ranking for the 1981-82 school year among the relevant districts when the BA lane is used for comparison purposes. However the disparity between the Parties occurs at the remaining three benchmark positions — though even here the change is relatively minimal. According to the evidence submitted, an award of the Association's position would result in a slight improvement within the Conference at the MA base — raising in rank from third to second. Conversely, an award of the District's final offer would mean a drop at this position on the Schedule from third to fourth for the recently completed school year. Using either Parties' final position, Alma will drop one position in the comparative

ranking at both the MA maximum level and at the Schedule maximum for 1981-82. Thus, the only significant point at which the Parties do not agree is at the MA base amount (among the benchmark rates). However, an examination of the faculty distribution within the Schedule, using either the 1980-81 membership and advancing each instructor one step on the grid, or the current staff employed in the 1981-82 school year — reveals that no member of the bargaining unit will be affected by the change at this particular point on the Schedule. Similarly, an examination of the supplemental districts cited by the Parties indicates that the faculty at Alma will retain its relatively competitive ranking with an award of either position.

As is demonstrated by the foregoing discussion, the normally influential data regarding comparables is of comparatively little assistance in this instance given the narrow difference in the Parties' final positions. There is however, in the Arbitrator's view, other data that when examined closely, reveals the propriety of one side's position over the others. As previously indicated, the Parties have already negotiated a new BA salary lane from step zero thru ten (the top level on this lane). Specifically an increase from $11,275 to $12,250 at the BA base constitutes an 8.65% increase over the preceding year. When the new salary rate of $16,900 at BA Step 10 is compared to the preceding Contract rate, it is discovered that an 8.85% increase was mutually agreed to by the Parties. Moving then to the MA Step Zero level on the new Schedule, an award of the Association's position would result in an approximate 10.4% improvement over the 1980-81 rate while the Employer's version would mean that a faculty member

at that level would receive an 8.8% increase over the preceding year. Thus in this instance, the District's position would more closely parallel the improvements already agreed to on the BA lane.

On the 1980-81 Schedule an instructor moving from the BS +3/4's at Step Zero to the MS lane (same step) would receive a lane change increment of $275, or a 2.3% increase in wages. Using the same example for the 1981-82 school year and applying the Parties' respective positions, the examiner finds that an adoption of the Association's proposal would result in an increase of 2.66% for the same teacher, while the Employer's proposal would more closely parallel the percentage approvement agreed to in the preceding contract year (2.3). This same pattern follows throughout the Schedule. In 1980-81 a teacher who advanced from the BS to the BS+1/4 lane (again at the agreed to $225 increment) would receive a 2% increase in salaries. Applying the same scenario to the recently completed academic year, an adoption of the AEA's position would mean an improvement of 2.4% while the Employer's position would result in a continuation of the same percentage adjustment (2%). Similarly a faculty member at the top of the MS lane (Step 14) moving laterally to the highest point on the Salary Schedule (MS+10 Step 14) would have earned a 2.24% increase in 1980-81. Under the Association's proposal for 1981-82, that same teacher would enjoy an increase of 2.4% versus a 2.2% adjustment using the District's final position -- again a position more closely patterned after the 1980-81 Salary Schedule.

Perhaps most significantly, is the data submitted by the Association (Exhibit 57) relative to the ratios that exist from top to bottom in the Alma School District. In 1980-81 the maximum salary in the District was $18,940

(MS+10, Step 14). That amount was 1.68 times the base rate ($11,275). The other comparison cited by the Association in their exhibit was that of MA minimum to BA minimum with the ratio being 1.08. Should the teachers' position be awarded for the 1981-82 school year, those ratios would be altered to 1.7 and 1.10 respectively. However, an award of the School Board's final position would result in the retention of an identical ratio for the maximum/minimum calculation and a slight improvement (to 1.085) between the MA minimum and BA minimum. Given the stipulations already in effect regarding the 1981-82 Salary Schedule (i.e. BA minimum/maximums, and step increments) the Arbitrator perceives that the most reasonable adjustment for the balance of the Schedule would be one that retains the ratios and percentage increases between lanes that were bargained in the preceding year. Indeed the Parties themselves must have reached the same conclusion as the ratio between the BA base salary and the BA Step 10 rate has remained virtually unchanged for the 1981-82 school year (1.38). If the Parties have already agreed to a continuation of the existing differential in the initial lane, what logical reason would there be to alter the remaining ratios across the balance of the grid? It is the District's final offer that carries forward these same ratios for 1981-82. Unlike the Association's position, an award of the Board's version would continue what the Parties have already agreed to in terms of the desired distinctions at each of the steps on the Schedule both vertical and horizontal. Indeed to award the AEA's $300/$350 lane increment suggestion would mean a departure from a pattern that has been established at the bargaining table. It is the Arbitrator's perception

therefore that an implementation of this position would be illogical under the circumstances.

Finally when the evidence relative to the overall compensation, medical and hospitalization benefits and extra-curricular increases that the Parties have heretofore agreed to are taken into consideration, the Arbitrator finds that an award in favor of the $250/$300 lane adjustment is both fair and equitable, and consistent.

Award -

Accordingly, for the reasons set forth above, the District's final position is awarded.

Respectfully submitted this 16th day of July, 1982.

J.C. Fogelberg

J.C. Fogelberg, Arbitrator